

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

*J. Cohen
Page 1*

8897

FILE: B-192351

DATE: January 18, 1979

MATTER OF: Custom Burglar Alarm, Inc.

DIGEST:

*[Protest Alleging That Quotations Were Improperly
Solicited on Different Bases]*

1. Protester contends that quotations under small purchase procurement of alarm system were improperly solicited on different bases, since two lower quotations excluded cost of site work, but protester included such cost because procuring activity allegedly represented site work as part of its requirement. Contracting officer states that protester was advised to exclude cost of site work from quotation. Since only evidence as to whether protester was in fact so advised is conflicting statements from protester and contracting officer, protester has not affirmatively proven case, and protest is denied.
2. Procurement conducted under FPR small purchase procedures does not require that competition be maximized, but only that reasonable competition be obtained. *①*
3. Since only one quotation under small purchase procurement of alarm system at fish hatchery had been received, and it exceeded hatchery's procurement authority, hatchery submitted requisition to higher authority to purchase such system. Two higher quotations were subsequently received, and purchase order was issued based on first quotation. Protest that submission of requisition represented improper predetermination of awardee is denied, since purchase order was issued only after comparison with

~~003276~~

dec

other quotations. Therefore, protester's claim for reimbursement for expenses incurred in preparing quotation based on same contention cannot be allowed.

(2)

{ U.S. By letter of April 13, 1978, the Hatchery Manager of the Craig Brook National Fish Hatchery in East Orland, Maine, which is operated by the Fish and Wildlife Service of the United States Department of the Interior, requested from five firms information and prices "concerning alarms that can be used to secure an area enclosed by a chain link fence," and meeting the following specifications: DLG 00678

"* * * The alarm should be activated whenever the fence is jarred or whenever there is a large object inside the fence. The alarm should set off a loud siren or squealer, but it should not be activated by small objects, such as leaves or small animals, or by the wind blowing the fence. The total length of the fence is approximately 300 feet."

DLG 00679
DLG 00680 Two firms, Maine Security Surveillance (MSS) and Central Maine Security Company (Central), visited the Hatchery during the following three weeks. MSS then submitted alternate quotations dated May 3 to install an alarm system for either \$5,295 or \$6,395. The installation of either system was to include a telephone tie-in to permit the appropriate individuals to be notified in their homes if the alarm system was activated, and would not include any trenching or other site work.

DLG 00681
By letter of May 3 Custom Burglar Alarm, Inc. (Custom), responded to the Hatchery Manager's letter by recommending the installation of a system that would cost between \$500 and \$2,000, "depending upon the number of units, angles in the fence design, trenching, and the overall value of the protected area."

On May 15 Custom was invited to visit the Hatchery. On approximately the same date the Hatchery sent a requisition for an alarm system to its Regional Office, attaching the specifications submitted by MSS with its quotation. The Hatchery subsequently received a quotation dated May 15 from Central in the amount of \$5,826, exclusive of site work, and a proposal dated May 30 from Custom, which had visited the Hatchery on or about May 25, for \$11,765, inclusive of the cost of site work.

On June 15 a purchase order for the requirement was issued to MSS on the basis of its low quotation of \$5,295.

Custom has protested the issuance of the purchase order. Custom contends that quotations were improperly solicited on different bases, since the Hatchery's requirements as presented to Custom allegedly included site work, but the requirements cited to MSS and Central evidently did not, based on the form of their quotations. Custom further contends that, in any case, the requisition sent to the Regional Office to purchase the MSS system evidences that the contracting officer had determined to issue a purchase order to MSS notwithstanding whether any competing quotations would subsequently be received. In addition, Custom requests reimbursement for certain expenses incurred in the preparation of its quotation.

In a report on the protest, the contracting officer contends that after the receipt of MSS's May 3 quotations both Custom and Central were advised to exclude the cost of site work from their quotations, since it could be accomplished by Hatchery personnel. The contracting officer further states that the requisition for the MSS alarm system was sent to the Regional Office because by May 15 the only quotations that had been received were MSS's, and the low price exceeded the Hatchery's procurement authority; the purchase order was issued to MSS only after comparison with the Central and Custom quotations later received.

Concerning whether firms were competing on an equal basis, Custom denies that it was advised to exclude the cost of site work from its quotation. The protester has the burden to affirmatively prove its case. Reliable Maintenance Service, Inc.,-- request for reconsideration, B-185103, May 24, 1976, 76-1 CPD 337. The only evidence as to whether Custom was in fact so advised is conflicting statements from Custom and the contracting officer. Therefore, we cannot say that Custom has met its burden in that regard, Kessel Kitchen Equipment Co., Inc., B-190089, March 2, 1978, 78-1 CPD 162, and the protest on this issue is denied.

Moreover, we note that the procurement was conducted under the small purchase procedures set forth at subpart 1-3.6 of the Federal Procurement Regulations (FPR). That procedure is designed in substantial part to minimize administrative costs which might otherwise equal or exceed the cost of acquiring relatively inexpensive items. To that end, the regulations authorize oral solicitations, and do not require that competition in making small purchases be maximized, but only that "reasonable competition" be obtained. FPR §§ 1-3.602-2 and 1-3.603-1(a). "Reasonable competition" is defined in FPR § 1-3.603-1(a) as "obtaining a sufficient number of quotations from qualified sources of supply to assure that the procurement is fair to the Government, price and other factors considered, including the administrative cost of the purchase." FPR § 1-3.603-1(a) further provides that in arriving at the number of quotations to be solicited "due consideration" should be given to the solicitation cost in relation to the benefits to be derived by the Government "consistent with good business," and FPR § 1-3.603-1(c) lists certain factors that may "influence" the number of quotations required. In view of this broad discretion afforded the contracting officer under the regulations in connection with obtaining "reasonable" competition, and since five firms were solicited and two quotations meeting the Government's minimum needs were received, we could not say that the issuance of the purchase order was improper }

if Custom's allegation were proven. Compare Tagg Associates, B-191677, July 27, 1978, 78-2 CPD 76, in which we stated that our review of protests concerning alleged specification improprieties in a solicitation issued under the small purchase procedures set out in part 6 of the Armed Services Procurement Regulation is limited to cases of fraud or intentional misconduct, or instances where it appears that the procuring activity has not made a reasonable effort to secure price quotations and related information from a reasonable number of responsible firms. Also compare Ikard Manufacturing Company, B-192308, October 25, 1978, 78-2 CPD 301, where we denied a protest against the rejection of a late quotation under the Tagg Associates standard of review.

In addition, based on the reason proffered by the contracting officer for submitting to the Regional Office a requisition to purchase the MSS system, and since a purchase order was issued to MSS only after a comparison with the higher Custom and Central quotations, we cannot agree with the protester that the contracting officer intended to issue a purchase order to MSS without fair consideration of any other quotations. In view thereof, there is no basis to reimburse Custom for expenses incurred in the preparation of its quotation. Documentation Associates - Claim for Proposal Preparation Costs, B-190238, June 15, 1978, 78-1 CPD 437.

R. F. K. M.

Deputy Comptroller General
of the United States